

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**STUDY GROUP USA, INC.,  
successor in interest to BSG USA, Inc.**

**Plaintiff,**

**v.**

**THE CENTER FOR CULTURAL  
INTERCHANGE, INC. and EMANUEL  
KUNTZELMAN, an individual,**

**Defendants.**

**Case No. 07 C 06599**

**Judge Suzanne B. Conlon  
Magistrate Judge Jeffrey Cole**

**Exhibit A to Complaint**

Alexis A. Hawker - 6272375  
Edward W. Diffin, III - 6281297  
LOVELLS LLP  
330 N. Wabash Ave., Suite 1900  
Chicago, IL 60611  
Telephone: (312) 832-4400

AGREEMENT

The following agreement is made on 15<sup>th</sup> September, 2004, in Madrid Spain, between Andrew Thick, Managing Director of Study Group, and Emanuel Kuntzelman and Laura Rose. This agreement supersedes all prior verbal and written agreements.

1. The repayment plan for the debt owed to Study Group will be as follows:

15<sup>th</sup> September 2005 \$207,500

15<sup>th</sup> September 2006 \$207,500

15<sup>th</sup> September 2007 \$1 82,670

At Study Group year's end EK shall confirm the balance of monies outstanding in accordance with the repayment plan outlined above.

Study Group and Emanuel Kuntzelman for CCI USA have agreed that other than the above debt and repayment plan there are no other outstanding matters between the parties in relation to their expired marketing agreement.

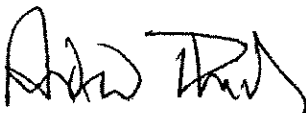
2. CCI USA will continue to use the Studycare Insurance product. Study Group will advise them annually of the new rates which are agreed with AON insurers each year and CCI USA can decide if they wish to continue using the product. Study Group is very happy for CCI USA to continue using this product for CCI USA students.

3. EK will draft an agency agreement between CCI USA and CCI Spain that outlines the commercial and commission agreement/arrangements between the two companies. CCI USA and CCI Spain will continue to recruit students for each party's programs.

4. Study Group will continue to refer agents seeking Public High School spaces in the USA to CCI USA.

5. LR will continue to be paid her monthly Spanish based salary until 31<sup>st</sup> December 2004 and will receive a severance package of EURO 34,000.

If any issues arise over this agreement they will be submitted first to mediation for a period of 30 work days before either of the parties contemplate litigation. An issue which requires litigation will be notified immediately in such a manner which guarantees receipt in order to assure the possibility of remedy or the commencement of the mediation period.



Andrew Thick  
Study Group



Emanuel Kuntzelman  
CCI USA



Laura Rose